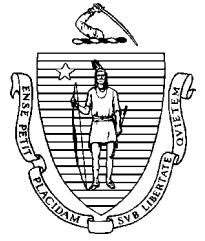




Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 474

IN THE MATTER OF WILLIAM REINERTSON

DISPOSITION AGREEMENT

This Disposition Agreement (Agreement) is entered into between the State Ethics Commission (Commission) and William Reinertson (Reinertson) pursuant to §5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On February 23, 1993, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Reinertson. The Commission has concluded its inquiry and, on October 19, 1993, found reasonable cause to believe that Reinertson violated G.L. c. 268A.

The Commission and Reinertson now agree to the following findings of fact and conclusions of law:

1. Reinertson was, during the time relevant, the elected Town of Hopkinton Tree Warden.^{1/} As such, Reinertson was a municipal employee as that term is defined in G.L. c. 268A, §1.
2. As the tree warden, Reinertson was responsible for awarding contracts for tree work within the town, supervising the performance of those contracts and authorizing payment for work performed.
3. At all relevant times, Reinertson independently owned and operated two tree maintenance and landscaping companies, McDonald Tree Service and McRein Tree Service.
4. Reinertson, in his capacity as Hopkinton Tree Warden, awarded the following contracts to the above companies:
 - a. FY 1987: McDonald Tree Service, \$3,226;^{2/}
 - b. FY 1988: McDonald Tree Service, \$4,416;
 - c. FY 1989: McDonald Tree Service, \$6,794;
 - d. FY 1990: McDonald Tree Service, \$7,835;
 - and
 - e. FY 1991: McRein Tree Service, \$6,691.
5. Reinertson, as the Hopkinton Tree Warden, was responsible for supervising whatever work was performed by McDonald Tree Service and McRein Tree Service pursuant to these contracts.
6. On behalf of McDonald Tree Service and McRein Tree Service, Reinertson prepared and sent the town bills for the above work. The bills were on McDonald Tree Service stationery and listed a Natick, Massachusetts address. The owner of the property at the Natick address was a laborer for Reinertson who had no financial interest in either McDonald Tree Service or McRein Tree Service.
7. As tree warden, Reinertson verified that work was done pursuant to the above contracts, authorized payment of the bills he had himself submitted and forwarded those bills to the selectmen for payment. The town thereafter sent checks to the Natick address. The owner of the property at that address contacted Reinertson

when the checks arrived. Reinertson picked up the checks, endorsed them on the back using the name of the laborer and deposited them into his own personal checking account.

8. By using a Natick mailing address to bill for work performed by McDonald Tree Service and McRein Tree Service, Reinertson deliberately concealed the fact that he had a financial interest in those tree department contracts.

9. Section 19 of G.L. c. 268A prohibits a municipal employee from participating as such an employee in a particular matter in which to his knowledge he has a financial interest.

10. The decisions to award the tree department contracts, as well as the subsequent determinations that the work was properly done and that the bills should be paid as described above, were particular matters.

11. As set forth above, Reinertson participated as Hopkinton Tree Warden in those particular matters by awarding, supervising and authorizing payment of those contracts. Reinertson, as the owner of the companies, had a financial interest in each of these contracts.

12. Reinertson, by awarding, supervising and authorizing payment of the above contracts, participated in his official capacity in particular matters in which he knew he had a financial interest, thereby violating G.L. c. 268A, §19.

In view of the foregoing violations of G.L. c. 268A by Reinertson, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings on the basis of the following terms and conditions agreed to by Reinertson:

(1) that Reinertson pay the Commission the sum of ten thousand dollars (\$10,000.00) as a civil penalty for the course of conduct violating G.L. c. 268A, §19 as stated above; and

(2) that Reinertson waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

Date: October 19, 1993

^{1/} Reinertson lost his bid for re-election in 1992.

^{2/} Due to a lack of complete records, the contract amounts are estimates.